



## NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

*Return recorded document to:*  
*Cary D. Cox, P.C.*  
*P.O. Box 748*  
*Blairsville, GA 30512*

**HARBIN WOODS SUBDIVISION**

STATE OF GEORGIA  
COUNTY OF UNION

DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS  
RUNNING WITH THE LAND

Whereas, the holders of the legal title to the below listed subdivision, known as Harbin Woods Subdivision, said tract being more particularly described as follows:

**All that tract or parcel of land lying and being in Land Lots 59 & 86, 8th District, 1st Section, Union County, Georgia, being Lots One (1) through Thirty-nine (39), Phase I of Harbin Woods Subdivision, as shown on a plat of survey by Blue Ridge Mountain Surveying, Inc., dated 12/12/05, revised 2/6/06, as recorded in Plat Book 58, Page 24, Union County records, which description on said plat is hereby incorporated by reference herein and made a part hereof.**

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in Harbin Woods Subdivision.

If the owners of such lots or any of their heirs, successors or assigns, shall violate and of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from doing so or to recover damages for such violations, or both.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained

herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgement or court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These covenants and any amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, shall run with and shall be binding upon all persons or entities claiming under them.

Harbin Woods Subdivision is designed as a gated, private community. The roads will be private and owned by the Homeowners Association. The Association, active under and pursuant to its by-laws, shall be solely and exclusively responsible for the roads and common areas. The Developer shall maintain all roads until 75% of the lots have been sold. A Property Owner's Association shall be formed before any lots are sold and any party purchasing a lot shall be required to join said association.

Developers shall not be responsible for the security provided by the entrance gate. Owners, their successors and assigns, by purchasing property subject to this declaration agree to hold harmless and indemnify the developers, their heirs and assigns, from liability for operation and/or security provided by the entrance gate. The developers make no representation as to the protection and/or operation of the entrance gate and the protection provided therefrom.

1. **LAND USE.** No lot after being conveyed by the developer may be subdivided more than one (1) time with no parcel being less than 1.25 acres. All lots are for single family residential purposes only. Only such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage, guest house or utility building, being the same style and being for use in connection with such a residence. No lot dwelling or structure shall be used for commercial activity or business with the exception of a private home office. Renting of house shall not be deemed commercial activity.
2. **SETBACKS.** No building or any part thereof, including garages and porches, shall be erected on any lot closer than twenty (20) feet to the line bordering any subdivision road, or closer than ten (10) feet to either side lot line. Where two or more lots are acquired as a single building site, the lot lines shall refer only to the lot lines bordering the adjoining property owners.
3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and exterior must be completed within nine (9) months from start thereof. All homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials, and that stockpiles or unused materials are kept in neat and orderly fashion. To prevent mud and other debris from being tracked onto a street, a construction drive must

be installed prior to beginning construction on the foundation and properly maintained. It is the sole responsibility of the lot owners to insure that all necessary erosion control measures are installed prior to construction of any driveway or homesite.

4. **HOUSE SIZE.** All houses shall be constructed with no less than twelve hundred (1200) square feet of heated living space on one floor, if more than one (1) floor eight hundred (800) square feet on main floor, exclusive of any carport, garage, basement, deck, patio or porches.
5. **BUILDING MATERIALS.** Primary residential building material for home construction shall be stone, log or exterior wood material unless approved by the developer in writing. No concrete block construction (with the exception of foundations), metal buildings, mobile homes, double wide mobile homes, manufactured homes, or relocated homes will be allowed. Exposed concrete or poured concrete foundations and site retaining walls must be covered with stone or siding. Stucco may be used if not visible from subdivision road to cover foundation and retaining walls. All colors for siding, window trim, roofing, etc, must be confined to earth tone colors which are compatible with the natural environment. No bright colors such as, but not limited to, white, blue, yellow, etc may be used. No white windows shall be used. When a natural appearance is desired all exterior siding and trim must be covered with waterproofing sealant.
6. **ROOFING AND SIDING.** Primary roofing materials must be cedar shakes, architectural shingles or factory painted metal in colors and texture which complement the balance of the other colors and materials used. All primary roofs shall be a minimum of 7-12 pitch with porches a minimum of 3/12.
7. **DRAINAGE.** No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer or Homeowners Association, whether on private or common area. Special attention shall be given to prior site surface drainage so that surface waters will not interfere with surrounding homesite and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt, concrete, or adequately graveled and completed within one (1) year from the starting date of home construction. Property owners shall be responsible for installing erosion control measures prior to construction. Developers shall not be responsible for any drainage or erosion issues caused by driveways, home sites, etc.
8. **VISUAL EFFECTS.** Only wood fences will be allowed in front and side of residence. In the rear, only wood or chain link fences will be allowed. No farm type wire fences will be allowed. Compressors for central air conditioning units and play equipment must be located where it will have minimum visual impact on adjacent properties.

9. UTILITIES. All electrical and other utility lines shall be placed underground and all water supply and sewage facilities shall comply with the applicable governmental codes. No satellite dishes over a thirty-six (36) inch diameter will be allowed on any lot and must be placed out of sight if subdivision roads.
10. TREES AND SHRUBS. No more than fifty percent (50%) of existing trees over five (5) inches in diameter shall be removed from the property after being conveyed by the developer. Any homesite, which has been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings of every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be completed no later than thirty (30) days following completion of any building with weather permitting. Completed landscaping means all areas are covered with natural growth, grass, sod, shrubs, trees, and/or mulch. No bare dirt shall be left exposed except during construction.
11. EASEMENTS. Developer, for the benefit of developer and developer's successors and assign, reserve the absolute exclusive, continuing and nonexclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services; electricity, water, sewer, telephone, cable, and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. Nothing herein shall obligate developer to provide or furnish any utility service.
12. VEHICLES. No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area; if they are determined to be a nuisance to other property owners. All such vehicles shall be properly muffled so as not to disturb the neighborhood. The parking of buses or trucks, rated higher than one ton, shall not be permitted. No motor homes or RV units shall be parked temporarily or permanently on any subdivision road. A recreational vehicle or motor home may be used for a period not to exceed two (2) weeks of any given year, if parked at least one hundred (100) feet from all subdivision roads except during construction of a residence. A recreational vehicle may be parked at a residence provided its location is at least one hundred (100) feet from all subdivision roads and shall not be for occupancy or use.
13. APPEARANCE. No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will omit foul or noxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. No wrecked or untagged motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.
14. SIGNAGE. No signs of any type shall be displayed to public view on any portion of said

UNION COUNTY, GEORGIA

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20 06 AT 4:40 P  
RECORDED IN BOOK 632 PAGE 123-127

Allen Conley S.C.C.

property except one sign of not more than 36 inches by 36 inches advertising property for sale or a temporary builders sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.

- 15. ACCESS. No lot shall be accessed other than by the roads inside the subdivision without written permission from developer. No road shall be built to access any adjoining property without written permission from the Developer. Exception: The developer may access by the subdivision roads, property owned by Developer or hereafter acquired by Developer which adjoins Harbin Woods Subdivision if the Developer owns the property being crossed to access adjoining property.
- 16. ANIMALS. No animals, birds, or fowls shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats and pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal shall be kept on any size lot for any commercial purpose.
- 17. LOT UPKEEP. All lots, whether vacant or occupied, shall be maintained in a neat and attractive condition.
- 18. RESTRICTIONS TIME PERIOD. The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owners and all persons claiming under them for a period of twenty (20) years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of two (2) years from the date of the recording hereof upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding upon all lot owners. Provided further, these covenants may be amended at any time by the written agreement of the owners of at least seventy-five (75%) percent of the total number of lots. All such amendment(s) shall apply equally to all lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without his written consent. Exception: The Developer reserves the right to change these covenants and restrictions at any time deemed necessary until at least seventy-five (75%) percent of the total number of lots have been sold.

In witness whereof, the owners hereby sat its hand and affixes its seal, this, the 15<sup>th</sup> day of February, 2006

NOTLA LAND COMPANY, INC.

By: Debra Ralston

Lynn Stokeland

Witness  
Debra Ralston

Notary Public  
My Commission Expires: 2/13/08



Seal Affixed

STATE OF GEORGIA

COUNTY OF UNION

**AMENDMENT TO RESTRICTIONS FOR HARBIN WOODS SUBDIVISION**

The undersigned, by their presence hereby make, declare and impose upon the referenced parts of the property described, the following Amendment to Restrictions of Harbin Woods Subdivision, Phase I, which shall be and constitute running with the land and shall be binding under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property or any part, parcel or portion thereof, described as follows:

All that tract or parcel of land lying and being in Land Lots 59 & 86, 8<sup>th</sup> District, 1<sup>st</sup> Section, Union County, Georgia, being Lots One (1) through Thirty-nine (39), Phase I of Harbin Woods Subdivision, as shown on a plat of survey by Blue Ridge Mountain Surveying, Inc., dated 12/12/05, revised 02/06/06, as recorded in Plat Book 58, page 24, Union County, Georgia, which description is incorporated herein by reference and made a part hereof.

The undersigned parties agree to amend the Restrictions as follows:

(1) The provisions of paragraph eighteen (18) of the Restrictions recorded in Deed Book 633, pages 123-127, Union County records shall be amended to include the following language:

Should two (2) or more lots be acquired or used for a single residence then only one (1) homeowners association fee shall be assessed against the owner(s), however should one

UNION COUNTY, GEORGIA  
FILED & RECORDED April 27  
2010 AT 1:30 P.M.  
RECORDED IN BOOK 831 PAGE 585-586

Judy L. Odum  
SUPERIOR COURT CLERK

of the lots be sold to a third party then said lot shall be assessed according to covenants and restrictions.

Except as amended herein the provisions of Paragraph One (1) through Eighteen (18) inclusive as set out in the aforementioned restrictions, are hereby incorporated by reference as if the same were set out in full.

In witness whereof, the owners hereby set their hands and seals this, the 22<sup>nd</sup> day of April, 2010.

NOTLA LAND COMPANY, INC.

[Signature]  
By: Robert C. Rogers, President

Seal Affixed

[Signature]  
Witness

[Signature]  
Notary Public  
My Commission Expires:

